

A. G. Contract No. KR93 2669TRN
JPA No. 93-162
ECS File: JPA 94-62
Project: CM-GIL-0(3)P
Fund: SS323 01C
Section: Bicycle Lane Signage
Enhancements

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF GILBERT

THIS AGREEMENT is entered into 25 April, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF GILBERT, acting by and through its MAYOR and TOWN
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. Congress has authorized appropriations for, but not
limited to performing highway studies, design and construction
of streets and primary, feeder and farm-to-market roads; the
replacement of bridges; the elimination of roadside obstacles;
and the application of pavement markings.

4. Such project within the boundary of the Town has been
selected by the Town, and, as required, submitted to the
Federal Highway Administration ("FHWA") for approval. The FHWA
has approved the project and has committed funds to the project
as hereinbelow specified.

NO. <u>18533</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>04/25/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Dicky Greenwood</u>

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the Town by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work contemplated under this agreement will be accomplished by Town forces, and the estimated cost is as follows: BICYCLE LANE SIGNAGE ENHANCEMENTS.

Estimated Project Cost	\$ 25,674.00
Federal Aid Funds @ 94.3 % of \$25,674.00	\$ 24,211.00
Gilbert Town Funds	\$ 1,463.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed and determined by FHWA.

2. The Town agrees to furnish and provide Town funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The Town will provide the preliminary engineering and planning studies, the environmental analysis, right-of-way plans, plans and specifications and design of the project as needed. The State will provide design review of the project plans, specifications and related documents, and provide comments which shall be incorporated into the design documents.

4. The Town may request the State, as authorized agent for the Town, and all at Town expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work, consisting of, but not specifically limited to, the review and approval of the Town prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the Town, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

5. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement other than to secure and disperse federal aid funds to the Town. The Town assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing and dispersing federal aid; that the State shall not be liable for any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements, or 30 September 1995, whichever is earlier.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Gilbert
Town Manager
1025 S. Gilbert Road
Gilbert, AZ 85296

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF GILBERT

STATE OF ARIZONA

Department of Transportation

By C. Stephen Foote
C. STEPHEN FOOTE
Planner II

By Robert P. Mickelson
ROBERT P. MICKELSON
Chief Deputy State Engineer


ATTEST

By Phyllis Alberty
PHYLLIS ALBERTY
Town Clerk

RESOLUTION

BE IT RESOLVED on this 14th day of October 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Gilbert for the purpose of defining responsibilities for design, construction and maintenance of bicycle lane striping in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



LARRY S. BONINE
Director

RESOLUTION NO. 1403

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF GILBERT, ARIZONA, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION TO OBTAIN FEDERAL AID FOR BIKE LANE SIGNAGE ENHANCEMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, the Town may order improvements for bike lane signage enhancements; and

WHEREAS, the Town is authorized, pursuant to A.R.S. § 11-952 to contract for services or jointly exercise any powers common to it and another public agency;

NOW, THEREFORE, BE IT RESOLVED THAT THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA hereby declares the public interest or convenience of the citizens of the Town of Gilbert requires that the above-mentioned improvements be made and hereby authorizes Planner II, C. Stephen Foote, to execute the Intergovernmental Agreement for bike lane signage enhancements between the Arizona Department of Transportation, Highways Division and the Town of Gilbert, Arizona and any associated documents.

WHEREAS, it is necessary for preservation of the public peace, health and safety of the Town of Gilbert, and an emergency is hereby declared to exist. This Resolution shall be in full force and effect from and after its passage, adoption and approval by the Common Council of the Town of Gilbert.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF GILBERT, ARIZONA THIS 12 DAY OF April, 1994.

AYES: Brown, Byrd-Baldwin, Long, McDonald

NAYES: None ABSENT: Morrison, Abbott, Stevens

EXCUSED: None ABSTAINED: None

Wilburn Brown
Wilburn Brown, Mayor

ATTEST:

Phyllis Alberty
Phyllis Alberty, Town Clerk

APPROVED AS TO FORM:

Donna M. Bronski
Martinez & Curtis, P.C.
Town Attorneys
By: Donna M. Bronski

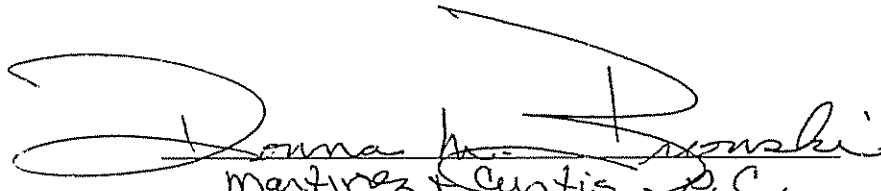
This is Certified to be a true and correct copy of this original document

Phyllis Alberty 4-15-94
Town Clerk Date

APPROVAL OF THE GILBERT TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF GILBERT and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 12th day of April, 1994.


Donna Martinez
Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2669-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of April, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G